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DIGEST OF RECENT VIRGINIA DECISIONS.**Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

PRESTON v. JOHNSON et al.

March 22, 1906.

[53 S. E. 1.]

1. Mortgages—Deed by Trustee under Deed of Trust—Recitals.—Where a deed executed by a trustee under a deed of trust does not recite that there was any notice of the terms of sale, as required by the deed of trust, the validity of the trustee's deed is not affected by Va. Code 1904, § 3333a, providing that, whenever title to property claimed under a conveyance in execution of a sale under a deed of trust is called in question, if it appear from the face of the conveyance that the sale has been regularly made in accordance with the terms of the deed of trust, the conveyance shall be *prima facie* evidence that the sale was regularly made.

2. Same—Foreclosure—Sale—Notice.—Where a deed of trust authorized the trustee to sell the property after advertisement of the time, place, and terms thereof, a sale made after an advertisement containing no notice of the terms of sale is invalid.

[Ed. Note.—For cases in point, see vol. 35, *Cent. Dig. Mortgages*, § 1050.]

BEATTY v. BEATTY.

March 23, 1906.

[53 S. E. 2.]

Appeal—Decisions Reviewable—Interlocutory Decree.—In a suit for separate maintenance, an interlocutory decree awarding the plaintiff a pendente lite allowance for her support until the further order of the court, requiring the defendant to pay the costs of suit incurred by the complainant to date of decree, and referring the cause to a commissioner in chancery to inquire and report on the value of the property of the defendant, the amount of his income, and what would be a reasonable allowance to be paid for the support of the complainant and her child, was not appealable.